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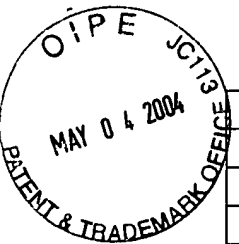
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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE



In re Application of: <b>Mark P. Lowell et al.</b>	Atty. Docket No.: <b>77297.004003C</b>
Serial No.: <b>10/698,862</b>	Art Unit: <b>Unassigned</b>
Filing Date: <b>November 3, 2003</b>	Examiner: <b>MAIL STOP PETITIONS</b>
Title: <b>Enhanced Bingo Game Method, Apparatus, and Computer Program Product</b>	

Mail Stop Petitions  
Commissioner for Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450

**PETITION FOR COMPLETION OF MISSING PARTS UNDER 37 C.F.R. §1.47**

Sir:

A Notice to File Missing Parts of Application was issued by your office on February 3, 2004 (copy enclosed). One of the parts identified as missing is a Declaration signed by the inventors. Unfortunately, one of the inventors, Brett Keeton, has passed away. His widow, Mrs. Keeton, who is represented by counsel, is now in charge of the late Mr. Keeton's affairs.

In an effort to meet the requirements under 37 C.F.R. §1.42 and 37 C.F.R. §1.47, Enclosed are copies of petitions which were filed in each of the two related patent applications (Application Serial Nos. 10/244,039 and 10/244,098) asserting that the legal representative for deceased inventor Keeton has refused to join in GameTech-related applications despite several entreaties and Mr. Keeton's contractual obligation to assign all inventions to GameTech. The petitions were granted in each case (copies also enclosed). The same situation is present with respect to this application. An updated Affidavit dated April 30, 2004 is attached, signed by the Assistant General Counsel for GameTech attesting to the continued lack of cooperation by the estate.

In light of Mr. Keeton's representatives' refusal to sign the Declaration despite Mr. Keeton's contractual obligation to assist with prosecution matters (and the text of his attached assignment), we petition the Commissioner of Patents to accept this filing as adequate under 37 C.F.R. §1.47.

Respectfully Submitted,

Paul F. McQuade

Registration No: 31,542

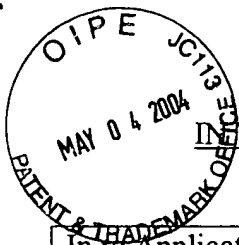
Greenberg Traurig, LLP  
1750 Tyson's Boulevard, 12<sup>th</sup> Floor  
McLean, VA 22102  
703-749-1300  
Filed: May 3, 2004

**AFFIDAVIT OF ERIC LERUDE**

I am Eric Lerude, Assistant General Counsel for GameTech International, Inc. (GameTech). Brett Keeton is a former employee of GameTech who passed away after having co-invented the subject matter of U.S. Patent Application Serial Numbers 10/244,039, 10/244,098, and 10/698,862. Mr. Keeton's last known address was 150 Mule Deer Drive, Reno, Nevada 89523. Mr. Keeton's passing occurred prior to his filing a Declaration and Assignment in these patent applications. In an effort to meet the requirements under 37 C.F.R. §1.42 and 37 C.F.R. §1.47, GameTech, the assignee of the inventions, sent a letter to David Houston of Reno, Nevada, the attorney for Mr. Keeton's widow and legal representative, Hilary Keeton, on March 21, 2003 requesting that Mrs. Keeton, the Executor of Mr. Keeton's estate, review and sign the Declaration and Assignment on behalf of Mr. Keeton and his estate. The letter set forth that Mr. Keeton had an obligation to sign such papers due to the "Employee Inventions Assignment and Confidentiality Agreement" Mr. Keeton signed when he entered GameTech's employment (a copy of which, signed by Mr. Keeton, was attached to my letter, along with a draft application and other attachments). As part of the "Employee Inventions Assignment and Confidentiality Agreement", Mr. Keeton assigned his rights to the above-referenced applications, and all future patent applications deriving therefrom, to GameTech, and agreed to assist GameTech in prosecuting such patent applications. On April 18, 2003, I spoke by telephone with Gary Pakele of Reno, Nevada, another attorney who also was representing and advising Mrs. Keeton. I explained Mr. Keeton's contractual responsibilities with respect to GameTech's patent applications and Mrs. Keeton's authority and obligation to sign the Declaration for Mr. Keeton, as authorized under 37 C.F.R. §1.42. On April 29, 2003, I sent a follow-up letter to Mr. Pakele reminding him of Mrs. Keeton's obligations and indicating that if Mrs. Keeton did not sign the necessary documents on or before May 5, GameTech would regard this continuing dilatory behavior as a refusal. Despite all of these efforts, I never received any of the requested documentation. On May 8, 2003, I executed an affidavit attesting to my repeated attempts to secure signed declarations from the legal representative of Mr. Keeton.

None of the relevant facts has changed since I executed that affidavit. Mrs. Keeton has never provided GameTech with any of the requested paperwork necessary to effectuate her husband's obligation to assign all inventions to GameTech. Based upon this total lack of cooperation in the past, we respectfully request that this petition be granted and that this filing be deemed sufficient under 37 C.F.R. § 1.42 and § 1.47.

Signed: Eric W. Lerude  
Eric Lerude, Assistant General Counsel  
GameTech International, Inc.  
Date: 4/30/04



IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application of: David Loar et al.	Atty. Docket No.: 77297.004004
Serial No.: 10/244,098	Art Unit: 3711
Filing Date: September 13, 2002	Examiner: <b>BOX OFFICE OF PETITIONS</b>
Title: Method and Apparatus for RF Transmitter Layout in a Gaming Hall	

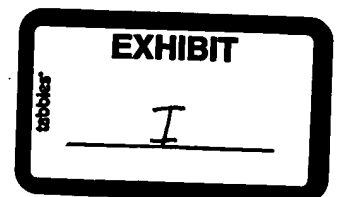
Mail Stop Petitions  
Commissioner for Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450

**PETITION FOR COMPLETION OF MISSING PARTS UNDER 37 C.F.R. §1.47**

Sir:

The above-referenced patent application was filed without declarations on September 13, 2002 listing three inventors. A Notice to File Missing Parts of Application was issued by your office on October 22, 2002 (copy enclosed). One of the parts identified as missing is a Declaration signed by the inventors. Michael Hartman, one of the three inventors of the above-referenced patent application, has signed the Declaration and a copy of the signed Declaration is filed herewith. Unfortunately, with respect to the other two inventors, David Loar is unavailable as he is a member of the United States Navy Reserve and was called to active duty due to the conflict in Iraq, and Brett Keeton is unable to sign the Declaration and/or Assignment as he has passed away. We therefore petition the Commissioner for Patents to accept this filing as adequate under 37 C.F.R. §1.47.

David Loar, a co-inventor on the above-referenced application, is unavailable and inaccessible. Mr. Loar is currently serving as an active duty member of the United States Navy Reserve, thus Mr. Loar is unable to sign the Declaration. However, as is standard practice with all GameTech International, Inc. ("GameTech") employees, Mr. Loar was required to sign, and did sign, an "Employee Inventions Assignment and Confidentiality Agreement" at the time of entering GameTech's employment. As part of this Agreement, Mr. Loar assigned his rights to the above-referenced application to GameTech, and agreed to assist GameTech in prosecuting the above-referenced patent application. The



enclosed affidavit of Eric Lerude, Assistant General Counsel for GameTech, attests to these facts which, under 37 C.F.R. § 1.47, necessitate our filing this petition in lieu of signature.

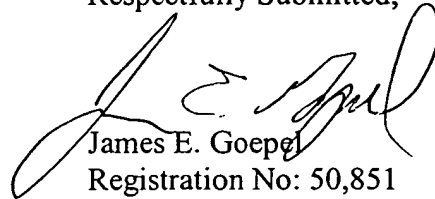
As indicated above, inventor Brett Keeton has passed away. His widow, Mrs. Keeton, represented by counsel, is now in charge of the late Mr. Keeton's affairs. In an effort to meet the requirements under 37 C.F.R. §1.42 and 37 C.F.R. §1.47, Mr. Keeton's employer at the time of his demise, GameTech, assignee of the above-referenced invention, sent a letter to counsel for Mr. Keeton's estate on March 21, 2003 requesting the executor for the estate review and sign the Declaration and Assignment on behalf of the estate. A copy of the letter is enclosed, as is the "Employee Inventions Assignment and Confidentiality Agreement" signed by Mr. Keeton at the time of entering GameTech's employment, in which Mr. Keeton assigns his rights to the above-referenced application to GameTech, and agrees to assist GameTech in prosecuting the above-referenced patent application.

Despite several entreaties, the estate has not responded to the request that they execute the necessary paperwork. As described above, GameTech first contacted counsel for the estate by letter on March 21, 2003 and requested that the executor of the estate execute the appropriate Declaration and Assignment in the above-referenced matter. That letter included a copy of the pending patent application, a Declaration, an Assignment form, and a copy of the Employee Assignment Agreement signed by Mr. Keeton. Neither Mr. Keeton's estate nor counsel for the estate replied to the letter. GameTech contacted counsel again by telephone on April 18, 2003 to explain that Mr. Keeton had a contractual responsibility to assist in prosecution of the above-referenced application and to note that Mrs. Keeton had both an obligation and authority to sign the Declaration for Mr. Keeton, as authorized under 37 C.F.R. §1.42. Again, neither the estate nor counsel replied. GameTech subsequently contacted counsel by letter and facsimile on April 29, 2003, and a facsimile confirmation sheet evidencing receipt of the facsimile is attached hereto as Exhibit i. The April 29, 2003 letter requested a final decision no later than May 6, 2003, and indicated that if no answer was received as of that date, GameTech would assume that a signed Declaration would not be forthcoming.

The letter further indicated that GameTech would take the steps necessary to secure its rights to the invention before expiration of the period to submit the missing parts. As of today, May 22, 2003, no reply has been received. The enclosed affidavit of Eric Lerude, Assistant General Counsel for GameTech, attests to these facts which, under 37 C.F.R. § 1.47, necessitate our filing this petition in lieu of signature.

Again, inventor Michael Hartman has signed the Declaration. In light of Mr. Loar's unavailability and Mr. Keeton's representatives' refusal to sign the Declaration despite Mr. Keeton's contractual obligation to assist with prosecution matters (and the text of his attached assignment), we petition the Commissioner of Patents to accept this filing as adequate under 37 C.F.R. §1.47.

Respectfully Submitted,



James E. Goepel  
Registration No: 50,851

Greenberg Traurig, LLP  
1750 Tyson's Boulevard, 12<sup>th</sup> Floor  
McLean, VA 22102  
703-749-1300  
Filed: May 22, 2003  
PFM:jeg

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\*\*\* TX REPORT \*\*\*  
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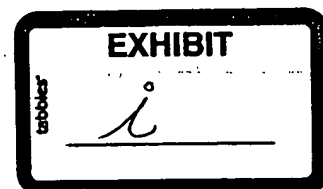
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**FACSIMILE TRANSMITTAL SHEET**

TO:	Gary M. Pakele, Esq.	FROM:	Eric Lerude
COMPANY:	Law Office of Gary M. Pakele	DATE:	April 29, 2003
FAX NUMBER:	786-5573	SENDER'S PHONE NUMBER:	775/ 850-6100
PHONE NUMBER:		SENDER'S FAX NUMBER:	775/ 850-6198
SUBJECT:	US PATENT APPLICATIONS		
		NUMBER OF PAGES: (INCLUDING COVER)	





IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application of: Michael W. Hartman et al.	Docket No.: 77297.004004
Serial No.: 10/244,098	Art Unit: 3711
Filing Date: September 13, 2002	Examiner: Unassigned
Title: Method and Apparatus for RF Transmitter Layout in a Gaming Hall	

Honorable Assistant Commissioner for Patents  
Washington, D.C. 20231

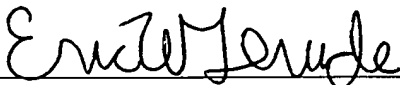
**AFFIDAVIT OF ERIC LERUDE**

I, Eric Lerude, am Assistant General Counsel for GameTech International, Inc. (GameTech). Brett Keeton, a former employee of GameTech, passed away after having co-invented with two others the invention described in U.S. Patent Application Serial Number 10/244,098. Mr. Keeton's passing occurred prior to his signing a Declaration in this case. In an effort to meet the requirements of 37 C.F.R. §1.42 and 37 C.F.R. §1.47, on March 21, 2003 GameTech (assignee of the invention) sent a letter to David Houston of Reno, Nevada, the attorney for Mr. Keeton's widow, Hilary Keeton, requesting that Mrs. Keeton, Mr. Keeton's heir apparent and the likely Executor of Mr. Keeton's estate, review and sign the Declaration and Assignment on behalf of the inventor. A copy of the letter is attached as Exhibit A. The letter included a copy of an "Employee Inventions Assignment and Confidentiality Agreement" (the "Agreement") that Mr. Keeton had signed during his employment at GameTech. A copy of this Agreement is attached as Exhibit B.

Inasmuch as the Federal Circuit has opined that language such as was used in the Agreement is effective to accomplish an assignment, it is GameTech's view that the Assignment from Mr. Keeton is already effectuated. See Imatec, Ltd. v Apple Computer, Inc., 15 Fed.Appx. 887 (Fed. Cir. 2001) (the language "I agree to assign, and hereby do assign..." is an effective assignment as to inventions to be created during employment [citing Filmtec Corp. v Allied-Signal, Inc., 939 F.2d 1568 (Fed.Cir. 1991)]). Even so, an assignment bearing the caption of this matter was requested of Mrs. Keeton as it is more

convenient to have a separately recordable document. The Declaration is something Mr. Keeton would have been required to sign because he had already agreed to assist GameTech in prosecuting the above-referenced patent application.

On April 18, 2003, I spoke by telephone with Gary Pakele of Reno, Nevada, another attorney who also is representing and advising Mrs. Keeton. I explained Mr. Keeton's contractual responsibilities with respect to the above-referenced application and Mrs. Keeton's authority and obligation to sign the Declaration for Mr. Keeton, as authorized under 37 C.F.R. §1.42. On April 29, 2003, I sent a follow-up letter to Mr. Pakele reminding him of Mrs. Keeton's obligations and indicating that if Mrs. Keeton did not sign the necessary documents on or before May 5, GameTech would regard this continuing dilatory behavior as a refusal. A copy of this letter is attached as Exhibit C. As of today, May 8, 2003, GameTech has yet to receive the requested documentation. Mrs. Keeton and her counsel apparently have elected not to provide the requested documentation. Despite Mr. Keeton's contractual obligations, and despite several entreaties and the passage of all available extension periods, Mrs. Keeton has declined to execute the paperwork. In as much as we at GameTech have made repeated efforts to obtain the signature of Mrs. Keeton but have been refused, we request that the PTO recognize this filing as sufficient under 37 C.F.R. §§ 1.42 and 1.47.

Signed:   
Eric Lerude, Assistant General Counsel  
GameTech International, Inc.

May 8, 2003



March 21, 2003

**Via Hand Delivery**

David R. Houston, Esq.  
Law Offices of David R. Houston  
333 Marsh Avenue  
Reno, NV 89509

RE: U.S. Patent Application 10/244,098 for "Method and Apparatus for RF Transmitter Layout in a Gaming Hall" and U.S. Patent Application 10/244,039 for "Method and Apparatus for Remote Game Device with Failure Fallback and Restoration"

Dear Mr. Houston:

I write to request that the executor of Mr. Brett Keeton's estate execute on his behalf the enclosed declarations and assignment forms for each of the above-referenced pending patent applications of GameTech.

Mr. Keeton is listed as a co-inventor of these patent applications. The U.S. Patent and Trademark Office requires that all named inventors file a declaration for each application indicating that they were truly an inventor of the same. Where an inventor has died, the Patent Office allows an executor of the estate to sign for the deceased. The same is true for the assignment form. We have included a copy of each of the patent applications for your reference.

There should be no controversy about this. GameTech requires each employee to assign to it rights in any patentable inventions created during their employment. Each employee also agrees to execute any documents necessary to formalize patent protection. A copy of the Employee Inventions Assignment and Confidentiality Agreement previously executed by Mr. Keeton is enclosed for your reference.

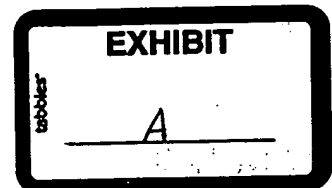
Because Mr. Keeton had a duty to assist in executing these forms, we ask that his executor sign the forms where indicated and return them to us by March 31, 2002.

We appreciate your assistance in this matter. Please contact me if anyone has questions.

Sincerely,

Eric Lerude

Enclosures:  
Declarations (2)  
Assignment Forms (2)  
Pending Patent Applications (2)  
Employee Inventions Assignment and Confidentiality Agreement



GameTech International, Inc.

900 Sandhill Road ▲ Reno, Nevada 89511 ▲ Phone (775) 850-6000 ▲ Fax (775) 850-6090 ▲ [www.GameTech-Inc.com](http://www.GameTech-Inc.com)

# EMPLOYEE INVENTIONS ASSIGNMENT AND CONFIDENTIALITY AGREEMENT

In consideration of my employment with ~~Samuel International Inc. (the Company)~~, I hereby represent to and agree with the Company as follows:

1. Company Business. I understand that the Company is engaged in a continuous program of research, development, production and marketing in connection with its business and that, as an essential part of my employment with the Company, I may be expected to make new contributions to and create inventions of value for the Company.

2. Disclosure of Inventions. From and after the date I first became employed with the Company, I will promptly disclose in confidence to the Company all inventions, improvements, designs, original works of authorship, formulas, processes, compositions of matter, computer software programs, databases, mask works, and trade secrets ("Inventions"), whether, or not patentable, copyrightable, or protectible as trade secrets, that are made or conceived or first reduced to practice or created by me, either alone or jointly with others, during the period of my employment, whether or not in the course of my employment.

3. Work for Hire; Assignment of Inventions. I acknowledge that copyrightable works prepared by me within the scope of my employment are "works for hire" under the Copyright Act and that the Company will be considered the author thereof. I agree that all Inventions that (a) are developed using equipment, supplies, facilities, or trade secrets of the of the Company; (b) result from work performed by me for the Company; or (c) relate to the Company's business or current or anticipated research and development will be the sole exclusive property of the Company and are hereby assigned by me to the Company.

4. Assignment of Other Rights. I hereby irrevocably transfer and assign to the Company: (a) all worldwide patents, patent applications, copyrights, mask works, trade secrets, and other intellectual property rights in any Inventions; and (b) any and all "Moral Rights" (as defined below) that I may have in or with respect to any Invention, even after termination of my work on behalf of the Company. "Moral Rights" mean any rights to claim authorship of an Invention, to object to or prevent the modifications of any Invention, or to withdraw from circulation or control the publication or distribution of any Invention, and any similar right, existing under the judicial or statutory law of any country in the world, or under any treaty, regardless of whether such right is denominated or generally referred to as a "moral right".

5. Assistance. I agree to assist the Company in every proper way to obtain for the Company and enforce patents, copyrights, mask work rights, trade secret rights, and other legal protections for the Company's Inventions in any and all countries. I will execute any documents that the Company may reasonably request for use in obtaining or enforcing such patents, copyrights, mask work rights, trade secrets, and other legal protections. My obligations under this paragraph will continue beyond the termination of my employment with the Company, provided that the Company will compensate me at a rate commensurate with my compensation during employment after such termination for time or expenses actually spent by me at the Company's request on such assistance. I appoint the Secretary of the Company as my attorney-in-

EXHIBIT

B

fact to execute documents on my behalf for this purpose.

5. **Proprietary Information.** I understand my employment by the Company creates a relationship of confidence and trust with respect to any information of a confidential or secret nature that may be disclosed to me by the Company that relates to the business of the Company or to the business of any parent, subsidiary, affiliate, customer, or supplier of the Company or any other party with whom the Company agrees to hold information of such party in confidence ("Proprietary Information"). Such Proprietary Information includes, but is not limited to, Inventions, marketing plans, product plans, business strategies, financial information, forecasts, personnel information, and customer lists.

6. **Confidentially.** At all times, both during my employment and after its termination, I will keep and hold all such Proprietary Information in strict confidence and trust, and I will not use or disclose any of such Proprietary Information without the prior written consent of the Company, except as may be necessary to perform my duties as an employee of the Company for the benefit of the Company. Upon termination of my employment with the Company, I will promptly deliver to the Company all documents and materials of any nature pertaining to my work with the Company and I will not take with me any documents or materials or copies thereof containing any Proprietary Information.

7. **No Breach of Prior Agreement.** I represent that my performance of all the terms of this Agreement and my duties as an employee of the Company will not breach any invention assignment, proprietary information, similar agreement with any former employer or other party. I represent that I will not bring with me to the Company or use in the performance of my duties for the Company any documents or materials of a former employer that are not generally available to the public or have not been legally transferred to the Company.

8. **Duty Not To Compete.** I understand that my employment with the Company requires my undivided attention and effort. As a result, during my employment, I will not, without the Company's express written consent, engage in any employment or business other than for the Company, or invest in or assist in any manner any business which directly or indirectly competes with the business or future business plans of the Company.

9. **Notification.** I hereby authorize the Company to notify my actual or future employers of the terms of this Agreement and my responsibilities hereunder.

10. **Non-Solicitations.** During, and for a period of one (1) year after termination of my employment with the Company, I will not directly or indirectly solicit or take away suppliers, customers, employees, or consultants of the Company for my own benefit or for the benefit of any other party.

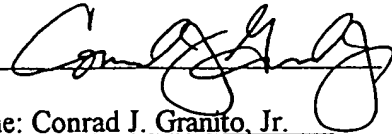
11. **Injunctive Relief.** I understand that in the event of a breach or threatened breach of this Agreement by me the Company will suffer irreparable harm and will therefore be entitled to injunctive relief to enforce this Agreement.

12. **Governing Law.** This Agreement will be governed and interpreted in accordance with the internal laws of the State of Arizona, without regard to or application of choice of law rules or principles.

13. **Severability.** In the event any provision of this Agreement is found by a court, arbitrator, or other tribunal to be illegal, invalid, or unenforceable, then such provision shall not be voided, but shall be enforced to the maximum extent permissible under applicable law, and the remainder of this Agreement shall remain in full force and effect.

This Agreement shall be effective as of December 31, 1997.

GameTech International, Inc.


By: 

Name: Conrad J. Granito, Jr.

Title: President & COO

Date: 12-17-97

Employee

  
Signature

Brett Keeton  
Name (Please print)

Date: 12/17/97



April 29, 2003

**By Facsimile (to (775) 786-5573) and Regular Mail**

Gary M. Pakele, Esq.  
Law Office of Gary M. Pakele  
333 Marsh Avenue  
Reno, NV 89509

RE: *U.S. Patent Application 10/244,098 for "Method and Apparatus for RF Transmitter Layout in a Gaming Hall" and U.S. Patent Application 10/244,039 for "Method and Apparatus for Remote Game Device with Failure Fallback and Restoration"*

Dear Mr. Pakele:

I write to follow up on my written request to David Houston of March 21, 2003 that the executor of Mr. Brett Keeton's estate execute on his behalf the declarations and assignment forms that we provided to Mr. Houston for each of the above-referenced pending patent applications of GameTech.

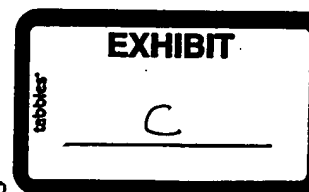
Again, there should be no controversy about this request. GameTech requires each employee to assign to it rights in any patentable inventions created during their employment. Each employee also agrees to execute any documents necessary to formalize patent protection. We provided to Mr. Houston a copy of the Employee Inventions Assignment and Confidentiality Agreement previously executed by Mr. Keeton.

Please provide the executed forms by May 6, 2003. If we do not receive the forms by that day, we will assume that Mrs. Keeton is refusing to sign the forms and GameTech shall take the steps necessary to secure GameTech's rights to the inventions.

Please contact me if you have any questions.

Sincerely,

Eric Lerude  
Assistant General Counsel



Serial No. 10/244,098

PATENT

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application of: Michael W. Hartman et al.	Docket No.: 77297.004004
Serial No.: 10/244,098	Art Unit: 3711
Filing Date: September 13, 2002	Examiner: Unassigned
Title: Method and Apparatus for RF Transmitter Layout in a Gaming Hall	

Honorable Assistant Commissioner for Patents  
Washington, D.C. 20231

AFFIDAVIT OF ERIC LERUDE

I, Eric Lerude, am Assistant General Counsel for GameTech International, Inc. (GameTech). David Loar is an employee of GameTech and an inventor of the above-referenced patent application. As is the case with all GameTech employees, Mr. Loar signed an "Employee Inventions Assignment and Confidentiality Agreement" ("Agreement") when he entered GameTech's employment. A copy of the Agreement is attached as Exhibit A. As can be seen in Exhibit A, Mr. Loar has agreed to sign Declaration and Assignment documents and otherwise to assist GameTech in prosecuting the above-referenced patent application. However, Mr. Loar serves in the United States Navy Reserve, and has been called away on assignment as a result of the conflict in Iraq. Mr. Loar therefore has been inaccessible and unavailable to sign the Declaration and/or Assignment documents. Given that all available extensions of time have been used, we request that the PTO recognize this filing as sufficient under 37 C.F.R. §§ 1.42 and 1.47. If it is so desired, we will be happy to supply Declaration and Assignment documents signed by Mr. Loar when he returns to his employment at GameTech.

Signed: Eric W. Lerude  
Eric Lerude, Assistant General Counsel  
GameTech International, Inc.

May 22, 2003





**INVENTION ASSIGNMENT, CONFIDENTIALITY,  
NON-SOLICITATION AND AT WILL EMPLOYMENT AGREEMENT**

As a condition of my employment with GameTech International, Inc. (together with its subsidiaries and affiliates, the "Company"), and in consideration of my employment with the Company and my receipt of the compensation now and hereafter paid to me by the Company, I agree to the following:

1. **Purpose of Agreement.** I understand that the Company is engaged in a continuous program of research, development, production and marketing in connection with its business and that it is critical for the Company to preserve and protect its "Proprietary Information" (as defined in Section 6 below), its rights in "Inventions" (as defined in Section 2 below) and in all related intellectual property rights. Accordingly, I am entering into this Employee Invention Assignment and Confidentiality Agreement (this "Agreement") as a condition of my employment with the Company, whether or not I am expected to create inventions of value for the Company.
2. **Disclosure of Inventions.** I will promptly disclose in confidence to the Company all inventions, improvements, designs, original works of authorship, formulas, processes, compositions of matter, computer software programs, databases, mask works and trade secrets (the "Inventions") that I make or conceive or first reduce to practice or create, either alone or jointly with others, during the period of my employment, whether or not in the course of my employment, and whether or not such Inventions are patentable, copyrightable or protectable as trade secrets.
3. **Work for Hire; Assignment of Inventions.** I acknowledge and agree that any copyrightable works prepared by me within the scope of my employment are "works for hire" under the Copyright Act and that the Company will be considered the author and owner of such copyrightable works. I agree that all Inventions that (i) are developed using equipment, supplies, facilities or trade secrets of the Company, (ii) result from work performed by me for the Company, or (iii) relate to the Company's business or current or anticipated research and development (the "Assigned Inventions"), will be the sole and exclusive property of the Company and are hereby irrevocably assigned by me to the Company.
4. **Assignment of Other Rights.** In addition to the foregoing assignment of Assigned Inventions to the Company, I hereby irrevocably transfer and assign to the Company: (i) all worldwide patents, patent applications, copyrights, mask works, trade secrets and other intellectual property rights in any Assigned Inventions; and (ii) any and all "Moral Rights" (as defined below) that I may have in or with respect to any Assigned Inventions. I also hereby forever waive and agree never to assert any and all Moral Rights I may have in or with respect to any Assigned Inventions, even after termination of my work on behalf of the Company. "Moral Rights" mean any rights to claim authorship of an Assigned Inventions, to object to or prevent the modification of any Assigned Inventions, or to withdraw from circulation or control the publication or distribution of any Assigned Inventions, and any similar right, existing under judicial or statutory law of any country in the world, or under any treaty, regardless of whether or not such right is denominated or generally referred to as a "moral right."
5. **Assistance.** I agree to assist the Company in every proper way to obtain for the Company and enforce patents, copyrights, mask work rights, trade secret rights and other legal protections for the Company's Assigned Inventions in any and all countries. I will execute any documents that the Company may reasonably request for use in obtaining or enforcing such patents, copyrights, mask work rights, trade secrets and other legal protections. My obligations under this paragraph will continue beyond the termination of my employment with the Company, provided that the Company will compensate me at a reasonable rate after such termination for time or expenses actually spent by me at the Company's request on such assistance. I appoint the Secretary of the Company as my attorney-in-fact to execute documents on my behalf for this purpose.

**EXHIBIT**

tabbies

A

6. **Company Information.** I understand and agree that I have the responsibility to avoid the unauthorized use or disclosure of, and to protect, Confidential Information (as hereinafter defined) of the Company as follows:

(a) **Obligations Regarding Confidential Information.** I agree that I will not disclose to others, use for my own benefit or for the benefit of anyone other than the Company, or otherwise appropriate or copy, any Confidential Information (as hereinafter defined), except as required by law or in the authorized and lawful performance of my employment duties to the Company. I will also take all reasonable measures to protect Confidential Information from any accidental, unauthorized, or premature use, disclosure or destruction.

(b) **Confidential Information.** For purposes of this Agreement, the term "Confidential Information" includes but is not limited to any Company trade secrets, technical information, inventions, discoveries, know-how, ideas, computer programs, designs, algorithms, product information, research and development information, lists of clients and other information relating thereto, financial data, and business, marketing, sales and operational plans, strategies and processes. Confidential Information may or may not be labeled as "Confidential."

Confidential Information does not include (a) information that is or becomes generally available to the public other than as a result of my disclosure of such information, (b) information that was within my possession prior to it being furnished to me by or on behalf of the Company, provided that the source of such information was not known to me to be bound by a confidentiality agreement with or other contractual, legal or fiduciary obligation of confidentiality to the Company or any other party with respect to such information, (c) information that becomes available to me on a non-confidential basis from a source other than the Company, provided that such source is not known to me to be bound by a confidentiality agreement with or other contractual, legal or fiduciary obligation of confidentiality to the Company or any other party with respect to such information, (d) information the disclosure of which is required by applicable law or judicial process, or (e) general technical skills or general experience gained by me during my employment with the Company.

(c) **Term.** My obligation to protect Confidential Information as defined above shall continue throughout my employment with the Company, and remain in effect after the termination of my employment for as long as any Confidential Information remains confidential.

7. **Third Party Information.** I recognize that the Company has received and in the future will receive from third parties their confidential or proprietary information subject to a duty of the Company to maintain the confidentiality of such information and to use it only for certain limited authorized purposes. I agree to hold all such information in the strictest confidence and not to disclose or use it except as necessary in performing my work for the Company.

8. **Former Employer Information.** I agree that I will not, during my employment with the Company, improperly use or disclose any proprietary or confidential information or trade secrets of any former employer or other person or entity, and that I will not bring onto the premises of the Company any such information or trade secrets in any form, unless I have the written approval of such former employer or other person or entity.

9. **Returning Confidential Information.** Upon termination of my employment with the Company for any reason, or at any time upon request of the Company, I agree to deliver to the Company all materials of any nature, including originals and all copies and facsimiles, which are in my possession or control and which are or contain Confidential Information, or which are otherwise the property of the Company or of any Company vendor, licensor or client or any third party working with the Company, including, but not limited to writings, designs, documents, records, data, memoranda, tapes and disks containing software, computer source code listings, routines, file layouts, system design information, models, manuals, documentation and notes.

10. **No Breach of Prior Agreement.** I represent that my performance of all the terms of this Agreement and my duties as an employee of the Company will not breach any invention assignment, proprietary information, confidentiality or similar agreement with any former employer or other party.

11. **Efforts; Duty Not to Compete.** I understand that my employment with the Company requires my undivided attention and effort during normal business hours. While I am employed by the Company, I will not, without the Company's express prior written consent, provide services to, or assist in any manner, any business or third party which competes with the current or planned business of the Company.

12. **Non-solicitation.** I shall not, at any time while employed by the Company and for a period of three (3) years thereafter, directly or indirectly (i) solicit or service the business of any client or customer of the Company, if the purpose or effect is adverse to the best interests of the Company, or (ii) hire or solicit to hire any employee of the Company or anyone who was an employee of the Company at any time during the preceding six (6) months, or (iii) engage or solicit to engage an independent contractor which was performing services for the Company at any time during the preceding six (6) months, if the purpose or effect is adverse to the best interests of the Company, or (iv) engage or solicit to engage any supplier or vendor to the Company, if the purpose or effect is adverse to the best interests of the Company.

13. **At Will Employment.** My employment relationship with the Company is "at will." This means that I have the right to terminate my employment with the Company at any time without providing notice. The Company also has the right to terminate my employment with the Company at any time without providing notice. I agree that the Company is not by reason of this Agreement obligated to continue to employ me.

14. **Notification.** I hereby authorize the Company to notify my actual or future employers of the terms of this Agreement and my responsibilities hereunder.

15. **Name & Likeness Rights.** I hereby authorize the Company to use, reuse, and to grant others the right to use and reuse, my name, photograph, likeness (including caricature), voice, and biographical information, and any reproduction or simulation thereof, in any form of media or technology now known or hereafter developed (including, but not limited to, film, video and digital or other electronic media), both during and after my employment, for whatever purposes the Company deems necessary.

16. **General Provisions.**

(a) **Applicable Law; Injunctive Relief; Consent to Personal Jurisdiction.** This Agreement shall in all respects be governed by, construed and enforced in accordance with the internal laws of the State of Nevada, without regard to principles of conflicts of law. I recognize that any violation of the provisions of this document will cause the Company irreparable injury that cannot be adequately compensated by monetary damages, and that the Company will be entitled to seek injunctive relief in the event of such a violation, in addition to whatever other remedies may be available to the Company at law or otherwise. I consent to the personal jurisdiction of the state and federal courts located in the State of Nevada for any lawsuit filed there against me by the Company arising from this document.

(b) **Entire Agreement; Amendment.** This Agreement and the documents referred to herein constitute the entire agreement and understanding of the parties with respect to the subject matter of this Agreement, and supersede all prior understandings and agreements, whether oral or written, between or among the parties hereto with respect to the specific subject matter hereof. This Agreement may be amended only by a written agreement executed by each of the parties hereto. No amendment or waiver of, or modification of any obligation under this Agreement will be enforceable unless set forth in a writing signed by the party against which enforcement is sought.

(c) Severability. The covenants contained in this Agreement are each separate and distinct covenants, severable one from the other. I agree that the covenants are reasonable and properly required for the adequate protection of the business of the Company. If any covenant set forth in this Agreement is determined by any court or arbitrator of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such provision will be enforced to the maximum extent possible given the intent of the parties hereto. If such clause or provision cannot be so enforced, such provision shall be stricken from this Agreement and the remainder of this Agreement shall be enforced as if such invalid, illegal or unenforceable clause or provision had (to the extent not enforceable) never been contained in this Agreement. Notwithstanding the foregoing, if the value of this Agreement based upon the substantial benefit of the bargain for any party is materially impaired, which determination as made by the presiding court or arbitrator of competent jurisdiction shall be binding, then this Agreement will not be enforceable against such affected party and both parties agree to renegotiate such provision(s) in good faith.

(d) Successors and Assigns; Assignment. Except as otherwise provided in this Agreement, this Agreement, and the rights and obligations of the parties hereunder, will be binding upon and inure to the benefit of their respective successors, assigns, heirs, executors, administrators and legal representatives. The Company may assign any of its rights and obligations under this Agreement. No other party to this Agreement may assign, whether voluntarily or by operation of law, any of its rights and obligations under this Agreement, except with the prior written consent of the Company.

(e) Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered will be deemed an original, and all of which together shall constitute one and the same agreement. This Agreement shall be effective as of the first day of my employment with the Company.

Employee:

DAVID W. LOAR  
Signature  
[Signature]  
Name (Please print)  
17 DEC 01  
Date

GameTech International, Inc.:

[Signature]  
Signature  
Anna Lemus  
Name (Please print)  
12-17-01  
Date



UNITED STATES PATENT AND TRADEMARK OFFICE

COMMISSIONER FOR PATENTS  
UNITED STATES PATENT AND TRADEMARK OFFICE  
P.O. Box 1450  
ALEXANDRIA, VA 22313-1450  
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GREENBERG TRAURIG  
1750 TYSONS BLVD  
12TH FLOOR  
MCLEAN, VA 22102

OCT 20 2003

Paper No. 9

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OFFICE OF PETITIONS

In re Application of :  
David Loar, Michael Hartman and :  
Brett Keeton :  
Application No. 10/244,098 :  
Filed: September 13, 2002 :  
Title: METHOD AND APPARATUS FOR RF :  
TRANSMITTER LAYOUT IN A GAMING HALL :

DECISION ACCORDING STATUS  
UNDER 37 CFR 1.47

This is in response to the "REQUEST FOR RECONSIDERATION OF DECISION REFUSING STATUS UNDER 37 CFR 1.47," filed October 14, 2003.

The petition under 37 CFR § 1.47(a) is GRANTED.

The above-identified application was filed on September 13, 2002, without an executed oath or declaration and naming David Loar, Michael Hartman and Brett Keeton as joint inventors. In response to the "Notice to File Missing Parts of Application," mailed October 24, 2002, applicants timely filed the initial petition under § 1.47(a), asserting that the legal representative for deceased inventor Keeton had refused to join in the application. However, the petition was dismissed for failure to submit an acceptable declaration and failure to include the last known address of legal representative Keeton in the petition (Decision mailed September 5, 2003).

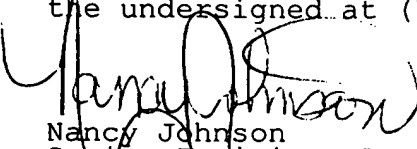
On instant renewed petition, rule 47 applicants submitted a declaration executed by inventors Loar and Hartman on behalf of themselves and on behalf of non-signing legal representative Keeton. This declaration has been reviewed and found acceptable. Legal representative Keeton's last known address is deemed to be as set forth in the declaration.

This application is hereby accorded Rule 1.47(a) status.

As provided in new Rule 1.47(c), this Office will forward notice of this application's filing to the non-signing inventor at the address given in the petition. Notice of the filing of this application will also be published in the Official Gazette.

The application file is being forwarded to Technology Center 3711 for examination in due course.

Telephone inquiries regarding this decision should be directed to the undersigned at (703) 305-0309.

  
Nancy Johnson  
Senior Petitions Attorney  
Office of Petitions

GREENBERG TRAURIG	
DOCKETED	<input checked="" type="checkbox"/> GAME
Initials	REK
Date	10/20/03
Ref. #	77297.004004



IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant: Brett Keeton et al.	Atty. Docket No.: 77297.004005
Serial No.: 10/244,039	Art Unit: 3713
Filing Date: September 13, 2002	Examiner: <b>BOX OFFICE OF PETITIONS</b>
Title: Method and Apparatus for Remote Game Device with Failure Fallback and Restoration	

Mail Stop Petitions  
Commissioner for Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450

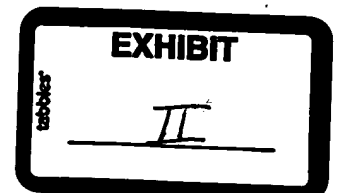
**PETITION FOR COMPLETION OF MISSING PARTS UNDER 37 C.F.R. §1.47**

Sir:

The above-referenced patent application was filed without declarations on September 13, 2002 listing three inventors. A Notice to File Missing Parts of Application was issued by your office on October 22, 2002 (copy enclosed). One of the parts identified as missing is a Declaration signed by the inventors. Michael Hartman, one of the named inventors, has signed the Declaration and a copy of the signed Declaration is attached. Unfortunately, the other inventor, Brett Keeton, has passed away. His widow, Mrs. Keeton, who is represented by counsel, is now in charge of the late Mr. Keeton's affairs.

In an effort to meet the requirements under 37 C.F.R. §1.42 and 37 C.F.R. §1.47, Mr. Keeton's employer at the time of his demise, GameTech International, Inc. ("GameTech"), assignee of the above-referenced invention, sent a letter to counsel for the estate on March 21, 2003 requesting the executor for the estate review and sign the Declaration and Assignment on behalf of the estate. A copy of the letter is enclosed, as is the "Employee Inventions Assignment and Confidentiality Agreement" signed by Mr. Keeton at the time of entering GameTech's employment, in which Mr. Keeton assigns his rights to the above-referenced application to GameTech, and agrees to assist GameTech in prosecuting the above-referenced patent application.

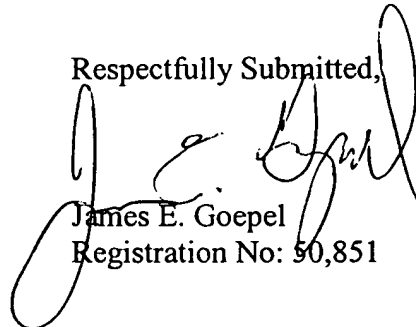
Despite several entreaties, the estate has not responded to the request that they execute the necessary paperwork. As described above, GameTech first contacted counsel



for the estate by letter on March 21, 2003 and requested that the executor of the estate execute the appropriate Declaration and Assignment in the above-referenced matter. That letter included a copy of the pending patent application, a Declaration, an Assignment form, and a copy of the Employee Assignment Agreement signed by Mr. Keeton. Neither Mr. Keeton's estate nor counsel for the estate replied to the letter. GameTech contacted counsel again by telephone on April 18, 2003 to explain that Mr. Keeton had a contractual responsibility to assist in prosecution of the above-referenced application and to note that Mrs. Keeton had both an obligation and authority to sign the Declaration for Mr. Keeton, as authorized under 37 C.F.R. §1.42. Again, neither the estate nor counsel replied. GameTech subsequently contacted counsel by letter and facsimile on April 29, 2003, and a facsimile confirmation sheet evidencing receipt of the facsimile is attached hereto as Exhibit i. The April 29, 2003 letter requested a final decision no later than May 6, 2003, and indicated that if no answer was received as of that date, GameTech would assume that a signed Declaration would not be forthcoming. The letter further indicated that GameTech would take the steps necessary to secure its rights to the invention before expiration of the period to submit the missing parts. As of today, May 22, 2003, no reply has been received. The enclosed affidavit of Eric Lerude, Assistant General Counsel for GameTech, attests to these facts which, under 37 C.F.R. § 1.47, necessitate our filing this petition in lieu of signature.

In light of Mr. Keeton's representatives' refusal to sign the Declaration despite Mr. Keeton's contractual obligation to assist with prosecution matters (and the text of his attached assignment), we petition the Commissioner of Patents to accept this filing as adequate under 37 C.F.R. §1.47.

Respectfully Submitted,



James E. Goepel  
Registration No: 50,851

Greenberg Traurig, LLP  
1750 Tyson's Boulevard, 12<sup>th</sup> Floor  
McLean, VA 22102  
703-749-1300  
Filed: May 22, 2003

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\*\*\* TX REPORT \*\*\*  
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TRANSMISSION OK

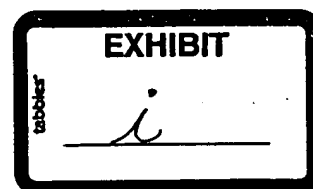
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RESULT OK



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**FACSIMILE TRANSMITTAL SHEET**

TO: Gary M. Pakele, Esq.		FROM: Eric Lerude	
COMPANY: Law Office of Gary M. Pakele		DATE: April 29, 2003	
FAX NUMBER: 786-5573		SENDER'S PHONE NUMBER: 775/ 850-6100	
PHONE NUMBER:		SENDER'S FAX NUMBER: 775/ 850-6198	
SUBJECT: US PATENT APPLICATIONS		NUMBER OF PAGES: (INCLUDING COVER)	





IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application of: Michael W. Hartman et al.	Docket No.: 77297.004005
Serial No.: 10/244,039	Art Unit: 3713
Filing Date: September 13, 2002	Examiner: Unassigned
Title: Method and Apparatus for Remote Game Device with Failure Feedback and Restoration	

Honorable Assistant Commissioner for Patents  
Washington, D.C. 20231

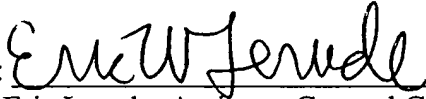
**AFFIDAVIT OF ERIC LERUDE**

I, Eric Lerude, am Assistant General Counsel for GameTech International, Inc. (GameTech). Brett Keeton, a former employee of GameTech, passed away after having co-invented with two others the invention described in U.S. Patent Application Serial Number 10/244,039. Mr. Keeton's passing occurred prior to his signing a Declaration in this case. In an effort to meet the requirements of 37 C.F.R. §1.42 and 37 C.F.R. §1.47, on March 21, 2003 GameTech (assignee of the invention) sent a letter to David Houston of Reno, Nevada, the attorney for Mr. Keeton's widow, Hilary Keeton, requesting that Mrs. Keeton, Mr. Keeton's heir apparent and the likely Executor of Mr. Keeton's estate, review and sign the Declaration and Assignment on behalf of the inventor. A copy of the letter is attached as Exhibit A. The letter included a copy of an "Employee Inventions Assignment and Confidentiality Agreement" (the "Agreement") that Mr. Keeton had signed during his employment at GameTech. A copy of this Agreement is attached as Exhibit B.

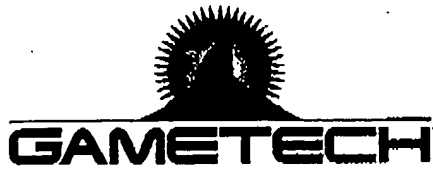
Inasmuch as the Federal Circuit has opined that language such as was used in the Agreement is effective to accomplish an assignment, it is GameTech's view that the Assignment from Mr. Keeton is already effectuated. See Imatec, Ltd. v Apple Computer, Inc., 15 Fed.Appx. 887 (Fed. Cir. 2001) (the language "I agree to assign, and hereby do assign..." is an effective assignment as to inventions to be created during employment [citing Filmtec Corp. v Allied-Signal, Inc., 939 F.2d 1568 (Fed.Cir. 1991)]). Even so, an assignment bearing the caption of this matter was requested of Mrs. Keeton as it is more

convenient to have a separately recordable document. The Declaration is something Mr. Keeton would have been required to sign because he had already agreed to assist GameTech in prosecuting the above-referenced patent application.

On April 18, 2003, I spoke by telephone with Gary Pakele of Reno, Nevada, another attorney who also is representing and advising Mrs. Keeton. I explained Mr. Keeton's contractual responsibilities with respect to the above-referenced application and Mrs. Keeton's authority and obligation to sign the Declaration for Mr. Keeton, as authorized under 37 C.F.R. §1.42. On April 29, 2003, I sent a follow-up letter to Mr. Pakele reminding him of Mrs. Keeton's obligations and indicating that if Mrs. Keeton did not sign the necessary documents on or before May 5, GameTech would regard this continuing dilatory behavior as a refusal. A copy of this letter is attached as Exhibit C. As of today, May 8, 2003, GameTech has yet to receive the requested documentation. Mrs. Keeton and her counsel apparently have elected not to provide the requested documentation. Despite Mr. Keeton's contractual obligations, and despite several entreaties and the passage of all available extension periods, Mrs. Keeton has declined to execute the paperwork. In as much as we at GameTech have made repeated efforts to obtain the signature of Mrs. Keeton but have been refused, we request that the PTO recognize this filing as sufficient under 37 C.F.R. §§ 1.42 and 1.47.

Signed:   
Eric Lerude, Assistant General Counsel  
GameTech International, Inc.

May 8, 2003



March 21, 2003

**Via Hand Delivery**

David R. Houston, Esq.  
Law Offices of David R. Houston  
333 Marsh Avenue  
Reno, NV 89509

RE: U.S. Patent Application 10/244,098 for "Method and Apparatus for RF Transmitter Layout in a Gaming Hall" and U.S. Patent Application 10/244,039 for "Method and Apparatus for Remote Game Device with Failure Fallback and Restoration"

Dear Mr. Houston:

I write to request that the executor of Mr. Brett Keeton's estate execute on his behalf the enclosed declarations and assignment forms for each of the above-referenced pending patent applications of GameTech.

Mr. Keeton is listed as a co-inventor of these patent applications. The U.S. Patent and Trademark Office requires that all named inventors file a declaration for each application indicating that they were truly an inventor of the same. Where an inventor has died, the Patent Office allows an executor of the estate to sign for the deceased. The same is true for the assignment form. We have included a copy of each of the patent applications for your reference.

There should be no controversy about this. GameTech requires each employee to assign to it rights in any patentable inventions created during their employment. Each employee also agrees to execute any documents necessary to formalize patent protection. A copy of the Employee Inventions Assignment and Confidentiality Agreement previously executed by Mr. Keeton is enclosed for your reference.

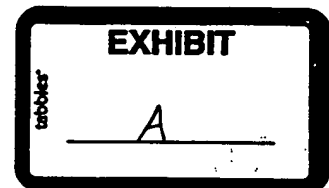
Because Mr. Keeton had a duty to assist in executing these forms, we ask that his executor sign the forms where indicated and return them to us by March 31, 2002.

We appreciate your assistance in this matter. Please contact me if anyone has questions.

Sincerely,

Eric Lerude

Enclosures:  
Declarations (2)  
Assignment Forms (2)  
Pending Patent Applications (2)  
Employee Inventions Assignment and Confidentiality Agreement



GameTech International, Inc.

900 Sandhill Road ▲ Reno, Nevada 89511 ▲ Phone (775) 850-6000 ▲ Fax (775) 850-6090 ▲ [www.GameTech-Inc.com](http://www.GameTech-Inc.com)

**EMPLOYEE INVENTIONS ASSIGNMENT  
AND  
CONFIDENTIALITY AGREEMENT**

In consideration of my employment with [REDACTED]  
[REDACTED] I hereby represent to and agree with the Company as follows:

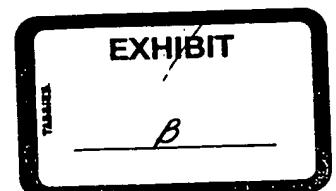
1. Company Business. I understand that the Company is engaged in a continuous program of research, development, production and marketing in connection with its business and that, as an essential part of my employment with the Company, I may be expected to make new contributions to and create inventions of value for the Company.

2. Disclosure of Inventions. From and after the date I first became employed with the Company, I will promptly disclose in confidence to the Company all inventions, improvements, designs, original works of authorship, formulas, processes, compositions of matter, computer software programs, databases, mask works, and trade secrets ("Inventions"), whether, or not patentable, copyrightable, or protectible as trade secrets, that are made or conceived or first reduced to practice or created by me, either alone or jointly with others, during the period of my employment, whether or not in the course of my employment.

3. Work for Hire; Assignment of Inventions. I acknowledge that copyrightable works prepared by me within the scope of my employment are "works for hire" under the Copyright Act and that the Company will be considered the author thereof. I agree that all Inventions that (a) are developed using equipment, supplies, facilities, or trade secrets of the Company; (b) result from work performed by me for the Company; or (c) relate to the Company's business or current or anticipated research and development will be the sole exclusive property of the Company and are hereby assigned by me to the Company.

4. Assignment of Other Rights. I hereby irrevocably transfer and assign to the Company: (a) all worldwide patents, patent applications, copyrights, mask works, trade secrets, and other intellectual property rights in any Inventions; and (b) any and all "Moral Rights" (as defined below) that I may have in or with respect to any Invention, even after termination of my work on behalf of the Company. "Moral Rights" mean any rights to claim authorship of an Invention, to object to or prevent the modifications of any Invention, or to withdraw from circulation or control the publication or distribution of any Invention, and any similar right, existing under the judicial or statutory law of any country in the world, or under any treaty, regardless of whether such right is denominated or generally referred to as a "moral right".

5. Assistance. I agree to assist the Company in every proper way to obtain for the Company and enforce patents, copyrights, mask work rights, trade secret rights, and other legal protections for the Company's Inventions in any and all countries. I will execute any documents that the Company may reasonably request for use in obtaining or enforcing such patents, copyrights, mask work rights, trade secrets, and other legal protections. My obligations under this paragraph will continue beyond the termination of my employment with the Company, provided that the Company will compensate me at a rate commensurate with my compensation during employment after such termination for time or expenses actually spent by me at the Company's request on such assistance. I appoint the Secretary of the Company as my attorney-in-



fact to execute documents on my behalf for this purpose.

5. **Proprietary Information.** I understand my employment by the Company creates a relationship of confidence and trust with respect to any information of a confidential or secret nature that may be disclosed to me by the Company that relates to the business of the Company or to the business of any parent, subsidiary, affiliate, customer, or supplier of the Company or any other party with whom the Company agrees to hold information of such party in confidence ("Proprietary Information"). Such Proprietary Information includes, but is not limited to, Inventions, marketing plans, product plans, business strategies, financial information, forecasts, personnel information, and customer lists.

6. **Confidentially.** At all times, both during my employment and after its termination, I will keep and hold all such Proprietary Information in strict confidence and trust, and I will not use or disclose any of such Proprietary Information without the prior written consent of the Company, except as may be necessary to perform my duties as an employee of the Company for the benefit of the Company. Upon termination of my employment with the Company, I will promptly deliver to the Company all documents and materials of any nature pertaining to my work with the Company and I will not take with me any documents or materials or copies thereof containing any Proprietary Information.

7. **No Breach of Prior Agreement.** I represent that my performance of all the terms of this Agreement and my duties as an employee of the Company will not breach any invention assignment, proprietary information, similar agreement with any former employer or other party. I represent that I will not bring with me to the Company or use in the performance of my duties for the Company any documents or materials of a former employer that are not generally available to the public or have not been legally transferred to the Company.

8. **Duty Not To Compete.** I understand that my employment with the Company requires my undivided attention and effort. As a result, during my employment, I will not, without the Company's express written consent, engage in any employment or business other than for the Company, or invest in or assist in any manner any business which directly or indirectly competes with the business or future business plans of the Company.

9. **Notification.** I hereby authorize the Company to notify my actual or future employers of the terms of this Agreement and my responsibilities hereunder.

10. **Non-Solicitations.** During, and for a period of one (1) year after termination of my employment with the Company, I will not directly or indirectly solicit or take away suppliers, customers, employees, or consultants of the Company for my own benefit or for the benefit of any other party.

11. **Injunctive Relief.** I understand that in the event of a breach or threatened breach of this Agreement by me the Company will suffer irreparable harm and will therefore be entitled to injunctive relief to enforce this Agreement.

12. **Governing Law.** This Agreement will be governed and interpreted in accordance with the internal laws of the State of Arizona, without regard to or application of choice of law rules or principles.

13. Severability. In the event any provision of this Agreement is found by a court, arbitrator, or other tribunal to be illegal, invalid, or unenforceable, then such provision shall not be voided, but shall be enforced to the maximum extent permissible under applicable law, and the remainder of this Agreement shall remain in full force and effect.

This Agreement shall be effective as of December 31, 1997.

GameTech International, Inc.

By: 

Name: Conrad J. Granito, Jr.

Title: President & COO

Date: 12-17-97

Employee



Signature

Brett Keeton

Name (Please print)

Date: 1/17/98



April 29, 2003

**By Facsimile (to (775) 786-5573) and Regular Mail**

Gary M. Pakele, Esq.  
Law Office of Gary M. Pakele  
333 Marsh Avenue  
Reno, NV 89509

RE: *U.S. Patent Application 10/244,098 for "Method and Apparatus for RF Transmitter Layout in a Gaming Hall" and U.S. Patent Application 10/244,039 for "Method and Apparatus for Remote Game Device with Failure Fallback and Restoration"*

Dear Mr. Pakele:

I write to follow up on my written request to David Houston of March 21, 2003 that the executor of Mr. Brett Keeton's estate execute on his behalf the declarations and assignment forms that we provided to Mr. Houston for each of the above-referenced pending patent applications of GameTech.

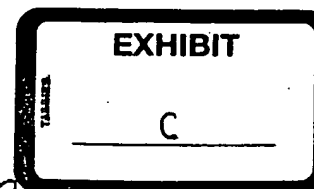
Again, there should be no controversy about this request. GameTech requires each employee to assign to it rights in any patentable inventions created during their employment. Each employee also agrees to execute any documents necessary to formalize patent protection. We provided to Mr. Houston a copy of the Employee Inventions Assignment and Confidentiality Agreement previously executed by Mr. Keeton.

Please provide the executed forms by May 6, 2003. If we do not receive the forms by that day, we will assume that Mrs. Keeton is refusing to sign the forms and GameTech shall take the steps necessary to secure GameTech's rights to the inventions.

Please contact me if you have any questions.

Sincerely,

Eric Lerude  
Assistant General Counsel





UNITED STATES PATENT AND TRADEMARK OFFICE

COMMISSIONER FOR PATENTS  
UNITED STATES PATENT AND TRADEMARK OFFICE  
P.O. Box 1450  
ALEXANDRIA, VA 22313-1450  
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Paper No. 9

RICHARD E. KURTZ, II  
GREENBERG-TRAURIG  
1750 TYSONS BOULEVARD, 12TH FLOOR  
MCLEAN VA 22102

**COPY MAILED**

**OCT 31 2003**

**OFFICE OF PETITIONS**

In re Application of  
Hartman & Keeton  
Application No.: 10/244,039  
Filed: September 13, 2002  
Attorney Docket No.: 77297.004005  
For: METHOD AND APPARATUS FOR  
REMOTE GAME DEVICE WITH FAILURE  
FALLBACK AND RESTORATION

DECISION ACCORDING STATUS  
UNDER 37 CFR 1.47(a)

This is a decision on the reconsideration petition under 37 CFR 1.47(a), filed October 14, 2003.

The petition is granted.

Petitioner has shown that Hilary Keeton, the legal representative of deceased inventor Brett Keeton, has constructively refused to join in the filing of the above-identified application after having been presented with the application papers. Specifically, the affidavit of Eric Lerude, Assistant General Counsel for Mr. Keeton's former employer, and accompanying exhibits to the affidavit establish that Mrs. Keeton's attorney received a copy of the application along with a request that Mrs. Keeton sign the declaration within a reasonable amount of time, but no response to the request that she sign the declaration for the patent application was received by petitioner. Petitioner has submitted a declaration in compliance with 37 CFR 1.63 and 1.64.

This application and papers have been reviewed and found in compliance with 37 CFR 1.47(a). This application is hereby accorded Rule 1.47(a) status.

As provided in Rule 1.47(c), this Office will forward notice of this application's filing to legal representative of the deceased inventor at the address given in the petition. Notice of the filing of this application will also be published in the Official Gazette.

After this decision is mailed, the above-identified application will be forwarded to Technology Center 3700 for examination in due course.

Telephone inquiries should be directed to the undersigned at (703) 308-6712.

*E. Shirene Willis*

E. Shirene Willis  
Senior Petitions Attorney  
Office of Petitions



GREENBERG TRAURIG	
DOCKETED	<input checked="" type="checkbox"/> GAME
Initials	REK
Date	11/3/03
Ref. #	